

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re:</b>	<b>:</b> <b>Chapter 11 Case No.</b>
	<b>:</b>
<b>LEHMAN BROTHERS HOLDINGS INC., et al.,</b>	<b>:</b> <b>08-13555 (JMP)</b>
	<b>:</b>
<b>Debtors.</b>	<b>:</b> <b>(Jointly Administered)</b>
-----X	

**PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY**


A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

<u><b>LBN Holdings, L.L.C.</b></u>	<u><b>Merrill Lynch, Pierce, Fenner &amp; Smith Incorporated</b></u>
<b>Name of Transferee</b>	<b>Name of Transferor</b>
<b>Name and Address where notices to transferee should be sent:</b>	<b>Court Claim # (if known): 42943</b>
P.O. Box 1641	<b>Total Claim Amount: <u>\$154,092,819.00</u></b>
New York, New York 10150	<b>Amount of Claim as Filed with respect to ISIN</b>
E-mail: <u>lbvn@lbvn.myhostedsolution.net</u>	<b>XS0352987894: <u>\$10,746,484.00</u></b>
Phone: <u>N/A</u>	<b>Amount of Claim as Filed with respect to ISIN</b>
Last Four Digits of Acct #: <u>N/A</u>	<b>XS0352987894 to be Transferred: <u>\$10,746,484.00</u></b>
	<b>(or 100.00% of the Amount of Claim as Filed)</b>
<b>With a copy to:</b>	<b>Allowed Amount of Claim with respect to ISIN</b>
Paul, Weiss, Rifkind, Wharton & Garrison LLP	<b>XS0352987894: <u>\$9,686,945.99</u></b>
1285 Avenue of the Americas	<b>Allowed Amount of Claim with respect to ISIN</b>
New York, New York 10019-6064	<b>XS0352987894 to be Transferred: <u>\$9,686,945.99 (or</u></b>
Attention: Andrew N. Rosenberg	<b><u>100.00% of the Allowed Amount of Claim)</u></b>
Phone: (212) 373-3158	
Facsimile: (212) 492-0158	<b>Date Claim Filed: October 21, 2009</b>
E-Mail: <u>arosenberg@paulweiss.com</u>	
<b>Name and Address where transferee payments should be sent (if different from above): N/A</b>	<b>Merrill Lynch, Pierce, Fenner &amp; Smith Incorporated</b>
	<b>214 North Tryon Street</b>
	<b>15<sup>th</sup> Floor</b>
	<b>Charlotte, N.C. 28255</b>
	<b>USA</b>
	<b>Attn: Meredith R. Smith</b>
	<b>Tel: 001 980 388 4526</b>
	<b>Email: <u>meredith.r.smith@baml.com</u></b>

**\*\*PLEASE SEE ATTACHED EXHIBITS\*\***

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

**LBVN HOLDINGS, L.L.C.**

By:   
\_\_\_\_\_  
Transferee/Transferee's Agent

Date: <sup>July</sup>~~June~~ 17, 2013

Andrew N. Rosenberg/Authorized Signatory

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

Exhibit A

Evidence of Transfer of Claim

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Merrill Lynch, Pierce, Fenner & Smith Incorporated** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **LBNV Holdings, L.L.C.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Numbers 42943 filed by or on behalf of Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favourable treatment than other unsecured creditors; (g) the Notice of Proposed Allowed Claim Amount for each Proof of Claim ("Notice") that was provided to Purchaser is true and correct, and the Seller did not file a written response to any Notice per the terms of the relevant Notice; (h) on April 17, 2012 Seller or its predecessor in interest received the first distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "First Distribution"), on October 1, 2012 Seller or its predecessor in interest received the second distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "Second Distribution"), and on April 4, 2013 Seller or its predecessor in interest received the third distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "Third Distribution"); (i) other than the Third Distribution, which Seller received in its entirety from its predecessor in interest, Seller has not received any payments or distributions, whether directly or indirectly, in respect of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of

Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

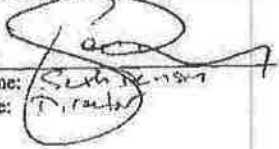
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.


IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 7<sup>th</sup> day of ~~June~~ July 2013.

Merrill Lynch, Pierce, Fenner & Smith Incorporated

By:   
Name: Meredith R. Smith  
Title: Director

Merrill Lynch, Pierce, Fenner & Smith Incorporated  
214 North Tryon Street,  
15<sup>th</sup> Floor,  
Charlotte, N.C. 28255,  
USA  
Attn: Meredith R. Smith  
Tel: 001 980 388 4526  
Email: meredith.r.smith@baml.com

LBVN Holdings, L.L.C.

By:   
Name: Andrew N. Rosenberg  
Title: Authorized Signatory

LBVN Holdings, L.L.C.  
P.O. Box 1641  
New York, NY 10150

Schedule I

Transferred Claims

Purchased Claim

Pursuant to the Notice of Proposed Allowed Claim Amount dated August 24, 2011, the Purchased Claim represents USD 9,686,945.99 and 100.00% of the Proposed Allowed Claim Amount for ISIN XS 0352987894 (Claim Number 42943)

Lehman Programs Securities to which Transfer Relates


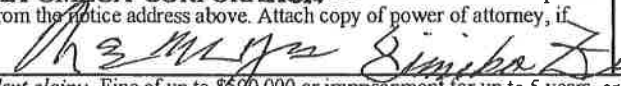
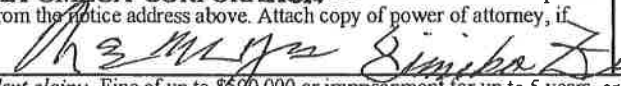
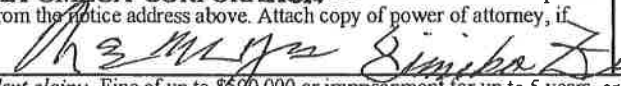
Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Allowed Claim Amount Transferred	Maturity	Accrued Amount (as of Proof of Claim Filing Date)	April '12 Distribution	October '12 Distribution	April '13 Distribution
Lehman Brothers Treasury Co. B.V., Issue of USD 10,000,000 Equity Linked Notes due 22 March 2010 unconditional and irrevocably Guaranteed by Lehman Brothers Holdings Inc. under the US\$100,000,000 Euro Medium-Term Note Program	ISIN XS 0352987894	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$10,000,000.00	\$9,686,945.99	22 March 2010	\$746,484.00	\$349,624.06	\$235,933.22	\$298,000.97

Schedule I-I

Exhibit B

Proof of Claim



United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>			
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000042943 			
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009					
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) <b>Alpha-Omega Corporation</b> c/o BNP Paribas Wealth Management, Hong Kong Branch 63/F Two International Finance Centre, 8 Finance Street, Central, Hong Kong		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____			
Telephone number: <b>852-29098330</b> Email Address: <b>victoria.powers@asia.bnpparibas.com</b>					
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
Telephone number: _____ Email Address: _____					
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: <b>\$154,092,819.-</b> (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <b>Per schedule attached</b> (Required)</p> <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <b>Per schedule attached</b> (Required)</p> <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <b>Clearstream No. 70057</b> (Required)</p> <p>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p> <table border="1"><tr><td>Date: <b>Oct 20, 2009</b></td><td>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor <b>ALPHA-OMEGA CORPORATION</b> and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>Margaret Von</b></td></tr></table> <div style="border: 1px solid black; padding: 5px; text-align: center;"><b>FILED / RECEIVED</b> <b>OCT 21 2009</b> <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b></div> <p>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</p> <p>Authorized Signature(s) <b>Kimiko Zuo</b></p>				Date: <b>Oct 20, 2009</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor <b>ALPHA-OMEGA CORPORATION</b> and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>Margaret Von</b>
Date: <b>Oct 20, 2009</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor <b>ALPHA-OMEGA CORPORATION</b> and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>Margaret Von</b>				

Alpha-Omega Corporation c/o BNP Paribas Wealth Management, Hong Kong Branch

Claim on Lehman Programs Securities

<u>Instrument Name</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Nominal</u> USD	<u>Up to</u> Sep 15, 2008		<u>ISIN Code</u>	<u>Blocking Number</u>	<u>BNPP-Singapore Clearstream Number</u>
				<u>Accrued Interest</u> USD	<u>Amount of Claim</u> USD			
1. 2-Years COP/GE/MRK	10/16/09	25.50%	10,000,000	0	10,000,000	XS0325081460	CA46367	70057
2. 2-Years COP/GE/MRK	10/19/09	26.35%	10,000,000	0	10,000,000	XS0325784204	CA46352	70057
3. 2-Years GE/PFE/WFC	12/24/09	32.95%	20,000,000	25,742	20,025,742	XS0336416721	CA46366	70057
4. 2-Years C PET/PETRO/CNOOC	1/11/10	38.50%	10,000,000	0	10,000,000	XS0338676546	CA46364	70057
5. 2-Years GE/JNJ/WFC	3/19/10	32.50%	10,000,000	761,719	10,761,719	XS0352986904	CA46365	70057
6. 2-Years GE/JNJ/WFC	3/22/10	31.85%	10,000,000	746,484	10,746,484	XS0352987894	CA46362	70057
7. 2-Years GE/JNJ/WFC	4/6/10	34.50%	10,000,000	512,109	10,512,109	XS0355567453	CA46360	70057
8. 2-Years GE/JNJ/WFC	4/8/10	32.00%	10,000,000	455,385	10,455,385	XS0355694729	CA46354	70057
9. 2-Years GE/PFE/AIG	4/12/10	35.85%	10,000,000	0	10,000,000	XS0356202811	CA46353	70057
10. 2-Years GE/JNJ/WFC	4/23/10	28.85%	10,000,000	421,654	10,421,654	XS0358787421	CA46357	70057
11. 2-Years GE/JNJ/WFC	4/28/10	30.50%	10,000,000	434,038	10,434,038	XS0359722773	CA46351	70057
12. 2-Years GE/JNJ/WFC	5/4/10	30.35%	10,000,000	373,538	10,373,538	XS0360700644	CA46355	70057
13. 2-Years APC/COP/BHI	5/7/10	30.10%	10,000,000	219,962	10,219,962	XS0361723553	CA46356	70057
14. 2-Years GE/MRK/WFC	6/1/10	28.00%	10,000,000	142,188	10,142,188	XS0366090792	CA46358	70057
			<b>150,000,000</b>	<b>4,092,819</b>	<b>154,092,819</b>			

Attachment

